

minimum wage for all hours worked and overtime wages at the rate of one and one-half times her regular hourly rate for all hours worked over 40 in a week. (Comp. at ¶2). A complete copy of plaintiffs' Complaint is attached hereto as Exhibit A. Plaintiff, and/or the putative class, worked as a full-time, non-exempt, hourly employee at the 3M Cordova facility. (Comp. at ¶6). Plaintiff and the class complain of acts which occurred at all times from at least November 2002, and continuing through the present. (Comp. at ¶ 8).

3M is a Delaware corporation, headquartered in St. Paul, Minnesota, and is involved in the research, manufacture and marketing of a great variety of products, including adhesives, magnetic tape, photographic products, medical, dental and office products. Its plant located in Cordova, Illinois produces specialty adhesives. (Comp. ¶4 & Defendant's Motion to Transfer ("Def. Motion") at 2). 3M has manufacturing plant locations in Alabama, Arkansas, California, Illinois (the Cordova plant), Indiana, Iowa, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Jersey, New York, North Carolina, Ohio, South Carolina, South Dakota, Texas and Wisconsin. http://solutions.3m.com/wps/portal/3M/en_US/our/company/information/US-locations/.

On information and belief¹, all Defendant's employment policies and practices, which have given rise to the instant litigation, derive from the 3M corporate offices in St. Paul Minnesota. The majority of these policies are delineated in 3M's Policy Manual. (Comp. at ¶¶15, 16, & 18). 3M requires plaintiffs to wear uniforms and other personal protective equipment which must be donned and doffed at the plant. (Comp. at ¶¶19 & 20). 3M requires the class to report to their work stations, in uniform, 20 minutes prior to the official start of their shift so that they can relieve their counterpart on the prior shift. (Comp. at ¶¶20 & 21). At the end of shift, employees are instructed to shower before changing into their street clothes. (Comp. at ¶19).

¹ Defendant's Motion to Transfer has been filed prior to Defendant's Answer, Rule 26 disclosures, or discovery. Therefore, there is no established record in this case.

Employees all carry identification badges and are required to swipe in and out at the guard gate to gain access to or leave the facility. Thus, although not used for payroll purposes, the exact time an employee arrives at and departs the facility is recorded electronically. (Comp. at ¶11 & group Exhibit C). Instead of utilizing accurate time records, such as security badging records, 3M employees are instructed to record, for payroll purposes, only their total time to be paid for any given shift, which does not include time spent donning and doffing uniforms, walking to work stations, or reporting early for shift had off.. (Comp. at ¶¶19-27). Employee time records are transmitted electronically to 3M corporate to be converted to payroll records and paychecks. See sample paycheck stub attached hereto as Exhibit B.

Although some records may be maintained on premises at the 3M Cordova facility, all employment records, including, but not limited to, security badging records, time keeping records and payroll records are all maintained electronically at the 3M corporate headquarters. (Def.'s Motion at p.3 & redacted communication from 3M in-house counsel attached hereto as group Exhibit C).

III. LEGAL ANALYSIS

A. Applicable Legal Standard for Transfer of Venue Under §1404(a).

Transfer is appropriate under 28 U.S.C. §1404(a) where (1) venue is proper in the transferor court; (2) venue is proper in the transferee district; and (3) the transfer will serve the convenience of the parties as well as the interests of justice². *Morton Grove Pharmaceuticals, Inc. v. Nat'l Pediculosis Assoc.*, 525 F. Supp.2d 1039, 1044 (N.D.Ill. 2007). In determining whether a forum is more convenient and whether transfer would be in the interest of justice, the court must consider the private interest of the parties and the public interest of the court. *Gulf Oil Corp. v.*

² Plaintiffs' do not dispute that venue is proper in both the Northern and Central Districts of Illinois. Therefore, Plaintiffs' will not address these issues herein, but rather focus on the issues pertaining to the Private and Public Interests associated with Defendant's Motion to Transfer.

Gilbert, 330 U.S. 501, 67 S.Ct. 839 (1947); and *Morton Grove Pharmaceuticals, Inc.*, 525 F.Supp.2d at 1044 (citing *N. Shore Gas Co. v. Salomon, Inc.* 896 F. Supp. 786, 791 (N.D.Ill. 1995). Factors relevant to the parties' private concerns include (1) the plaintiff's choice of forum; (2) situs of the material events; (3) relative ease of access to sources of proof; (4) the convenience of the parties; and (5) the convenience of the witnesses. *Id.* (citing *Schwarz v. Nat'l Van Lines, Inc.*, 317 F.Supp.2d 829, 835 (N.D.Ill.2004); *Coll. Craft Cos., Ltd. v. Perry*, 889 F.Supp. 1052, 1054 (N.D.Ill.1995)). The factors relevant to the public interest of the court include the court's familiarity with the applicable law and concerns relating to the efficient administration of justice. *Id.* The ***burden is on the moving party to demonstrate that the balance of the factors weighs heavily in favor of transfer*** and that transfer would not merely shift inconvenience from one party to another. *Id.* (citing *Fink v. Declassis*, 738 F.Supp. 1195, 1198 (N.D.Ill.1990)) (emphasis added). See also, *Federal Deposit Ins. Corp. v. Citizens Bank & Trust Co.*, 592 F.2d 364 (7th Cir. 1979)(transferee forum must be clearly more convenient); *Hoskins v. Union Pacific R.R. Co.*, 365 Ill.App.3d 1021, 851 N.E.2d 646 (5th Dist. 2006)(moving party must show that the chosen forum is inconvenient to the moving party and the proposed forum is more convenient to all parties); and *Coffey v. Van Dorn Iron Works*, 796 F.2d 217, 220 (7th Cir.1986) (a transfer is appropriate if it would be "clearly more convenient"). "The statute is intended to place discretion in the district courts to adjudicate motions for transfer according to an individualized, case-by-case consideration of convenience and fairness." *Stewart Organization, Inc. v. Ricoh Corp.*, 487 U.S. 22, 23, 108 S.Ct. 2239 (1988). Because the task of weighing factors for and against transfer "necessarily involves a large degree of subtlety and latitude" the decision to transfer is committed to the sound discretion of the trial judge. *Id.* at 219.

B. The “Private Interests” Favor a Denial of Transfer.

Factors relevant to the parties’ private concerns include (1) the plaintiff’s choice of forum; (2) situs of the material events; (3) relative ease of access to sources of proof; (4) the convenience of the parties; and (5) the convenience of the witnesses. *Morton Grove Pharmaceuticals, Inc.*, 525 F.Supp.2d at 1044. Defendant cannot meet its burden as it relates to any of these private interest factors, therefore the court must deny its Motion to Transfer.

i. Plaintiff’s choice of forum favors denial of transfer.

A plaintiff’s choice of forum is entitled to substantial weight under §1404(a). *Vandeveld v. Christoph*, 877 F.Supp. 1160, 1167 (N.D.Ill.1995). Plaintiff originally brought the instant matter in Chicago, Cook County, Illinois. See generally Exhibit A. Plaintiff’s choice forum was within the Northern District of Illinois and therefore Defendant removed this case to its current forum. (Def.’s motion at p.1, fn.1). Thus, the fact that plaintiff has brought this action in the Northern District of Illinois weighs heavily against transfer.

In this case, the operative facts that gave rise to the instant cause of action occurred in Cordova, Illinois and St. Paul, Minnesota. (Comp. at ¶¶ 11-23, Exhibit B, & Exhibit C. While it may be that where the operative facts have little connection to the forum, the plaintiff’s choice of forum is given less weight ((see *Heartland Packaging Corp. v. Sugar Foods Corp.*, 2007 WL 101815 *2 (S.D.Ind. Jan.9, 2007); *Barela v. Experian Information Solutions, Inc.*, 2005 WL 770629 *3 (N.D.Ill. April 4, 2005) (emphasis added). (Also see further discussion in III(B)(ii) “Situs of Material Events” section below)), the trial court must give *some* weight to the plaintiffs’ choice of forum. *Gulf Oil Corp.*, 330 US. at 508. Defendant’s assertion that this factor requires the court to assign “virtually no weight” to plaintiffs’ choice of forum is a misstatement of the law. (Defendants Motion at 5). Defendant’s cite to *Digital Merchant Systems, Inc. v. Oglesby*, 1999 WL 1101769, *6 (N.D.Ill. 1999) in support of this position.

However, contrary to Defendant's articulation, *Digital Merchant* also tells us that, "Plaintiff's choice of forum...is given *less weight* when the events giving rise to the cause of action did not conclusively arise in the chosen forum." *Id.* (emphasis added)(internal citations omitted). The Supreme Court dictates that the plaintiff's choice of forum must be given at least some weight. *Gulf Oil Corp.*, 330 U.S. at 508. The plaintiffs have chosen the Northern District as their forum, some weight must be given to this choice and this fact favors denial of defendant's Motion to Transfer.

ii. Situs of material events

Plaintiffs allege that 3M subjected its employees to unlawful employment policies and practices by denying them regular and overtime wages for all hours worked. (Complaint at ¶1). Plaintiffs admit the situs of some of the material events took place at the Cordova facility, where the class of plaintiffs worked, in the Central District. However, a good deal of the material events also took place, on information and belief, in St. Paul Minnesota, home of the 3M corporate offices. Specifically, the employment policies and practices complained of, including, but not limited to those concerning uniforms, shift hand off, pay and time keeping. Furthermore, on information and belief, the act of converting time records to payroll, which effectively deprived employees of compensation for all hours worked, took place at the corporate headquarters. Exhibit B.

iii. The convenience of party witnesses is not the relevant consideration

Defendant spends almost four pages of its brief going on and on about how the convenience of party witnesses ostensibly warrants a transfer. (Defendant's brief at 7-10). However, "the convenience of party witnesses is less relevant than the convenience of non-party witnesses, since party witnesses normally must appear voluntarily." *Morton Grove Pharmaceuticals, Inc.*, 525 F.Supp.2d at 1045. (citing *First Nat'l Bank v. El Camino Res., Ltd.*,

447 F.Supp.2d 902, 913 (N.D.Ill.2006). Furthermore, the courts ordinarily assume that the parties will be sufficiently motivated to have their own partners or employees or other allies appear for trial wherever it might take place. See, e.g., *FUL Inc. v. Unified Sch. Dist. No. 204*, 839 F.Supp. 1307, 1311 (N.D.Ill.1993), cited in *Greene Mfg. Co. v. Marquette Tool & Die Co.*, 1998 WL 395155, at *3 (N.D.Ill. July 9, 1998). Despite defendant's assertions, party witnesses should not be the focus of this court's transfer considerations.

In the instant matter the parties, and thus the witnesses, are the class of current and former 3M employees and the corporate 3M entity, represented by management and corporate representatives. Defendant admits, that with regard to corporate witnesses both forums are appropriate. In its brief Defendant states that to the extent that "witnesses, documents, or evidence is located at 3M headquarters in St. Paul, Minnesota," any potential burden is the same whether the case is venued in the Northern or the Central District of Illinois. (Defendant's Motion at 3, fn.3). This admission is surprising in light of the fact that it is the moving party's burden to show that a transfer is "*clearly more convenient.*" *Coffey v.* 796 F.2d at 220(emphasis added). Obviously, defendant has not met its burden in this regard, further demonstrating why transfer must be denied.

In reality, the critical inquiry under this private interest consideration will concern the availability of non-party witnesses, as it is the more important concern under § 1404(a). *Morton Grove Pharmaceuticals, Inc.*, 525 F.Supp.2d at 1045, and *Worldwide Financial LLP v. Kopko*, 2004 WL 771219, *3 (S.D.Ind.2004)(emphasis added). However, where "neither party has identified any third-party witnesses whose testimony will be necessary for the... case the convenience of witnesses factor has no impact on the transfer analysis[.]" *McCants v. C.H. Robinson Worldwide, Inc.*, 2007 WL 1650103 (N.D.Ill. June 4, 2007). At this extremely early stage of litigation where no discovery has taken place and no record exists, it is difficult if not

impossible to assess exactly how many, if any, non-party witnesses will be called as a witness at trial. However, at this stage, on information and belief, only party witnesses will be necessary at trial. Thus, no non-party witnesses will be inconvenienced (because none currently exist) if the litigation is permitted to remain in the Northern District. This fact also favors a denial of defendant's Motion to Transfer.

iv. The access to the sources of proof favors a denial of transfer.

Courts also consider the "relative ease of access to sources of proof." *Morton Grove Pharmaceuticals, Inc.*, 525 F.Supp.2d at 1046. However, "[t]he location of a party's documents and records is usually not a very persuasive reason to transfer a case." *Event News Network, Inc. v. Thill*, 2005 WL 2978711, at *5 (N.D.Ill. Nov. 2, 2005). Where documentary evidence, is easy to transport, this factor has *no impact* on the analysis. See *Stanley v. Marion*, 2004 WL 1611074, at *3 (N.D.Ill. Jul.16, 2004) (emphasis added). Therefore, even if defendant could show that the proofs are more accessible in the Central District, that fact it would not necessitate a transfer there. In any event, the physical location of documents in this case is strictly an academic inquiry because this is a records case and the records in question are easily assessable in either forum³.

Obviously, in wage claim litigation the operative evidence will be the company's timekeeping and payroll records. See *Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680, 66 S.Ct. 1187 (1946). 3M has admitted that it has electronic data showing the time an employee spent in the Cordova plant, the number of hours an employee was paid per day, and the rate of pay. See group Exhibit C. It is plaintiffs' position that the sources of proof will rely heavily, if

³ The fact that this is a records case will necessarily limit the amount of witness testimony that may be needed because relevant evidence is contained in 3M's time and pay records. This is important because defendant asserts that it anticipates calling upon numerous management and plant employee witnesses from Cordova. It is plaintiffs' position that multiple witnesses will not be necessary in light of available records. Furthermore, these witnesses are party witnesses and therefore not a very key consideration (see section III(B)(iii) above).

not entirely, on 3M's electronically maintained badging, timekeeping and payroll records. Defendant's brief is misleading in that it contends that the records are only maintained in its Cordova Plant and that it will sustain a substantial burden in preparing and transporting large volumes of documents if this matter remains in the Northern District. (Def.'s Motion at 11).

In truth, it has been well established that all of these records, even if kept in Cordova, are also maintained electronically at 3M's corporate headquarters in St. Paul, Minnesota and easily readable, shared and transferred electronically. See group Exhibit C. Again, defendant has already admitted that to the extent that "witnesses, documents, or evidence is located at 3M headquarters in St. Paul, Minnesota," any potential burden is the same whether the case is venued in the Northern or the Central District of Illinois. (Defendant's Motion at 3, fn.3). Because access to the sources of proof is electronic, easily shared and transferable, access to proof will have no impact on this analysis as no party will be inconvenienced if the litigation is maintained in either forum. As such defendant has obviously not met its burden to show that the transferor district is "clearly more convenient."

In addition, where there will be a greater amount of written discovery materials located within the transferor district due to the need to compute damages, the factor will weigh slightly against transfer. *Morton Grove Pharmaceuticals, Inc.*, 525 F.Supp.2d at 1046. In the instant matter, parties will use 3M's records to compute the alleged amount of unpaid overtime wages. On information and belief, the respective party's counsel will oversee this computation of the damages. The offices of both parties counsel are located within the Northern District. (Chicago & Wheaton, Illinois). Therefore, this factor favors the denial of transfer to the Central District.

C. The “Public Interests of Justice” Favors a Denial of Transfer

The Court must also consider the public interests in ruling upon Defendant’s Motion for Transfer. *Coll. Craft Cos., Ltd.*, 889 F.Supp. at 1056. This inquiry mainly focuses on administrative concerns rather than the merits of the underlying dispute. *See Coffey*, 796 F.2d at 221. The factors relevant to the public interest of the court include the court's familiarity with the applicable law and concerns relating to the efficient administration of justice. *Morton Grove Pharmaceuticals, Inc.*, 525 F. Supp.2d at 1044-45. Both of these factors weigh heavily in favor of this court’s denial of the Defendant’s Motion to Transfer.

i. The court's familiarity with the applicable law favors denial of transfer.

Not surprisingly, Defendant does not address the issue of the Central District’s familiarity with the applicable law in its brief. Likely, this is because the Northern District has significantly more familiarity with the law relating to Fair Labor Standards Act (FLSA) than does the Central District. A simple PACER civil query of all cases filed under the FLSA reveals that, from May 1, 2007 through May 1, 2008, the only five (5) FLSA cases were filed in the Central District. See Exhibit D. During the exact same time period one hundred and eighty-one (181) FLSA cases were filed in the Northern District. See Exhibit E. Obviously, the substantial frequency of FLSA filings in the Northern District demonstrates that the Northern District has decisively more familiarity with the applicable law. This fact clearly weighs in favor of denying the Defendant’s Motion to Transfer.

ii. Efficient administration of justice favors denial of transfer.

The Northern District is the more expeditious forum. Plaintiffs agree with the defendant that docket conditions are a relevant factor in determining the “interests of justice.” (Defendant’s Motion at 12) However, Defendant attempts to mislead the court with an inappropriate application of the relevant statistics. In reality, according to the statistics of the Administrative

Office of the United States Courts, the Northern District is the more efficient forum. See Exhibits F & G. While it may be true that the Northern District had more civil filings than the Central District in 2007, it does not follow that the Central District is more adept at moving cases through the litigation process. In fact, the statistics prove that the contrary is true.

In 2007, the Central District had three hundred twenty-one (321) pending cases per judgeship and the Northern District had three hundred eighty-two (382) pending cases per judgeship. *Id.* In the same year, the Northern District was able, on average, to move its civil cases from filing to disposition in approximately six (6) months, whereas the Central District took over nine (9) months. *Id.* Indeed, the Northern District has shown to be more efficient than the Central District for the past six (6) years in a row. *Id.* Even with the benefit of a “significantly smaller civil docket” (Defendant’s Motion at 12), the Northern District has proven itself to provide more efficient administration of justice. This fact is yet another factor supporting this court’s denial of the Defendant’s Motion to transfer.

iii. The nation has an interest in the resolution of the instant matter.

3M has manufacturing plant locations in Alabama, Arkansas, California, Illinois, Indiana, Iowa, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Jersey, New York, North Carolina, Ohio, South Carolina, South Dakota, Texas and Wisconsin. http://solutions.3m.com/wps/portal/3M/en_US/our/company/information/US-locations/. On information and belief, the employment policies and practices at all 3M plant locations come from the 3M corporate offices. As such, it is not only Cordova that has “locale” interest in this litigation. The Central District does not have any unique interest in the resolution of this case. This factor also weighs against granting defendant’s Motion to Transfer.

IV. CONCLUSION

Not one of the elements relating to the private interest of the parties or the public interests of the courts, as articulated by defendant, shows that the Central District is *clearly more convenient*. Even defendant's arguments as a whole do not substantiate a finding that the relevant analysis *heavily favors* transfer. Defendant fails to meet its burden under §1404(a) time and time again. Therefore, the court must deny the defendant's Motion to Transfer.

Respectfully submitted,

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

BARBARA J. LUEDERS, individually and on)
behalf of a class of similarly situated persons,)

Plaintiff,)

vs.)

3M COMPANY, a Delaware corporation,)

Defendant.)

Case No.

JURY DEMAND

07CH36038

**CLASS ACTION COMPLAINT FOR AN
ACCOUNTING, INJUNCTIVE RELIEF AND RECOVERY OF WAGES**

Plaintiff, BARBARA LUEDERS, individually and on behalf of a class of similarly situated persons, by their attorneys, the LAW OFFICES OF COLLEEN M. MCLAUGHLIN and ROBIN POTTER AND ASSOCIATES, P.C., and pursuant to 735 ILCS 5/2-801 *et seq.* Class Actions; 820 ILCS 115/1 *et seq.*, the Wage Payment and Collection Act; 820 ILCS 105/1 *et seq.*, the Illinois Minimum Wage Act; 29 U.S.C. §201 *et seq.* the Fair Labor Standards Act; and 20 U.S.C. §251 *et seq.*, the Portal to Portal Act, complains of Defendant 3M COMPANY ("3M") as follows:

JURISDICTION AND VENUE

1. Defendant has violated and continues to violate the Illinois Minimum Wage Law ("IMWL"), 820 ILCS §105/1 *et seq.* and the Illinois Wage Payment and Collection Act ("IWPCA"), 820 ILCS §115/1 *et seq.* by refusing and failing to pay Plaintiff and other similarly situated employees wages for all hours worked including overtime wages. In addition, Defendant has violated the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §201 *et seq.*, and the Portal to Portal Act, 29 U.S.C. §251 *et seq.*, by refusing and failing to pay Plaintiff at least minimum wage

for all hours worked and overtime wages at the rate of one and one-half times her regular hourly rate for all hours worked over 40 in a week.

2. This Court has jurisdiction over these claims under the IMWL, 820 ILCS §105/12(a), the IWPCA, 820 ILCS §115/11 and the FLSA, 29 U.S.C. §203(d).

3. Venue is proper in this Court because 3M does business in Cook County, Illinois and its registered agent is located in Cook County, Illinois.

PARTIES

4. 3M is a Delaware corporation, headquartered in St. Paul, Minnesota, and is involved in the research, manufacture and marketing of a great variety of products, including adhesives, magnetic tape, photographic products, medical, dental and office products. Its plant located in Cordova, Illinois produces specialty adhesives. On information and belief, Defendant 3M typically employs, at its facility in Cordova, Illinois, in excess of 300 non-exempt, hourly employees.

5. Defendant 3M is an "employer" within the meaning of the IMWL, 820 ILCS §105/3, the IWPCA, 820 ILCS 115/2, the FLSA, 29 U.S.C. §203(d) and the Portal to Portal Act, 29 U.S.C. §262(a).

6. Plaintiff Lueders resides in Thomson, Illinois. Plaintiff Lueders has consented to being a party plaintiff in this action. Plaintiff worked as a full-time, non-exempt, hourly employee at the 3M Cordova facility from January 29, 1990 to May 24, 2007. During the course of her employment, Lueders worked as a Chemical Processor in various units and buildings throughout the Cordova facility.

7. At all relevant times, Plaintiff and the class, as defined below, have been covered “employees” within the meaning of the IMWL, 820 ILCS § 105/3(d), the IWPCA, 820 ILCS 115/2, the FLSA, 29 U.S.C. §203(e)(1) and the Portal to Portal Act, 29 U.S.C. §262(a).

8. The acts complained of herein have occurred at all times from at least November 2002, and continuing through the present.

FACTS COMMON TO ALL COUNTS

9. The 3M Cordova facility occupies over 700 acres and is comprised of several factories in over a dozen buildings. Employees work around and directly with flammable liquids and chemicals. The Cordova facility operates around the clock, 7 days a week.

10. The Cordova plant consists of two groups, Production and Plant Engineering. Production includes Chemical and Oxide Processors, Material Handlers, Finished Good Handlers, Environmental Material Handlers, and Yard Keepers. Plant Engineering includes Mechanical, Electrical, Utilities, Servicepersons, Apprentices and Helpers.

11. Employees all carry identification badges and are required to swipe in and out at the guard gate to gain access to or leave the facility. Thus, the exact time an employee arrives at and departs the facility is recorded.

12. 3M plant employees work one of three types of schedules. First, there is the “day shift,” which consists of one 8-hour shift. Shift “start” time is normally at 0700 and shift “end” time is normally at 1500.

13. The second type of shift is referred to by 3M as “Three-Shift Operation,” which consists of three 8-hour shifts. The first shift normally “starts” at 0700 or 0800.

14. The third type of shift is referred to by 3M as the “4-Crew, 12 Hour Shift Operation,” which consists of two 12-hour shifts that “begin” with the start of an employee’s regularly scheduled shift. Day shift (code 1) is from 0600-1800 and night shift (code 3) is from 1800 - 0600.

15. 3M’s policy manual states that employees on a straight 8-hour work schedule will be paid “time and one-half for work in excess of 8 hours in any day for which overtime has not been paid on some other basis.” Employees working an 8-hour shift are also entitled to a paid 20-minute lunch period and two paid 10-minute rest periods.

16. 3M’s policy manual states that employees working a 12-hour rotation work schedule will be paid “time and one-half for work in excess of 40 hours per workweek for which overtime has not been paid on some other basis.” Employees working a 12-hour shift are entitled to two 30-minute paid meal periods and up to 30 additional minutes of paid rest breaks. In addition, employees will be paid two times their regular base pay for all consecutive hours worked over 12.

17. Employees are paid every 2 weeks. Employees assigned to the 12-Hour Shift Operation schedule will generally work 36 hours one week and 48 hours the next week.

18. 3M’s policy manual also states that “paid absences such as vacations and holidays shall be considered time worked for the purpose of determining overtime payment.”

19. The vast majority of Production and Plant Engineering employees are required by 3M as well as the nature of their work to wear flame resistant uniforms and other personal protective equipment (“PPE”) such as eye protection, hard hats, ear plugs and steel-toed ESD rated safety shoes. Uniforms, eye protection, hard hats, ear plugs and steel-toed, shock resistant safety shoes

are donned and doffed at 3M. At the end of shift, employees are instructed to shower before changing into their street clothes.

20. In addition to being required to change into and out of their uniforms and other PPE on the premises, most production employees are also required to report to their work stations, in work clothing attire, 20 minutes prior to the official start of their shift so that they can relieve their counterpart on the prior shift.

21. 3M's employee manual instructs employees as follows:

Making Proper Shift Change

The work requirement is for everyone to make a proper shift change. This involves communication at the "work station." The responsibility is to the unit, the product, and to the person being relieved. Shift change at the workstation provides both employees an opportunity to discuss the process and the processes being monitored for safety and quality issues. Shift changes that occur out of the work area are not acceptable.

22. The pre and post shift activities described herein are integral and indispensable activities that are performed for the benefit of the employer. These activities are performed daily and regularly and the time involved is not *de minimis*. The Plaintiff and the class are entitled to be paid for all time engaged in these activities.

23. Although it is the employer's burden to keep accurate employee time records under 29 U.S.C. §211(c); 820 ILCS §105/8, 3M requires its employees to keep their own time records for payroll purposes. Employees are instructed to record only their total time to be paid for any given shift, which is less than the time that they actually worked. Employees are not allowed to record the exact times they start and end their work day or the exact times they leave their work station or return to their work stations for meal breaks. For example, an employee would typically record only "8 hours" or "12 hours" for any given date worked. In actuality, that employee may have

worked as much as 8 ½ to 9 hours, depending on how long it took them to change into their uniform and walk to their work station in order to arrive and start work 20 minutes prior to the official start of their shift and to change out of their uniforms and back into street clothes at the end of their shift. Supervisors are responsible for checking the employee's recorded total time for any given shift. Only the employee and his/her supervisor are authorized to record an individual employee's time.

24. Employees are not paid at either their regular or applicable overtime rate for the time it takes to don their uniforms and other PPE.

25. Employees are not paid for the time it takes to walk from the locker room to their work stations prior to the start of their shift.

26. Employees are not paid at either their regular or applicable overtime rate for reporting to their work stations 20 minutes prior to the official start of their shifts.

27. Although most of the time, employees are relieved from duty prior to the official end of shift, employees do not always complete the tasks of walking to the locker room, showering, and changing into street clothes prior to the official end of their shift. Thus, employees are not paid for all the time required to perform these tasks.

28. Defendant, 3M, was aware of its obligation to pay employees for all hours worked and to pay overtime and intentionally chose not to pay Plaintiff and the class. Defendant acted in bad faith in failing to compensate Plaintiff and the class for all work performed.

CLASS ALLEGATIONS – IMWL and IWPCA

29. Plaintiff seeks to represent a class of all former and current, non-exempt, hourly plant employees who worked at the Cordova 3M facility at any time between November of 2002 and

continuing through the present, who are/were required to don and doff uniforms and other PPE on 3M premises, and/or who are/were required to report to their workstations approximately 20 minutes prior to the official start of their shift, and who were not paid either their regular or overtime pay for engaging in these activities.

30. The Plaintiff and the members of the class have a commonality of interest in the subject matter (Defendant's common company wide personnel policies) and the remedy sought (payment by Defendant of all unpaid wages at their applicable regular or overtime rate and penalties as allowed by law).

31. There are several predominate questions of fact common to Plaintiff and the class, including (1) the fact that Plaintiff and the class are all non-exempt employees who worked in similar manufacturing-related positions for 3M; (2) the fact that Plaintiff and the class were/are all compensated on an hourly basis; (3) the fact that Plaintiff and the class were/are all subject to the same wage and hour policies and procedures including hours paid at the employee's overtime rate; (4) the fact that Plaintiff and the class were/are all required to record their total time on the same computerized system; (5) the fact that Plaintiff and the class were/are subject to the same policies and procedures concerning work related activities such as the time they were expected to report to their work stations, and the requirement to don and doff their Personal Protection Equipment, including uniforms, on 3M premises; and (6) the fact that Plaintiff and the class were/are all compensated by the same payroll department, on the basis of common time records, payroll policies, documents and computer systems.

32. In addition, there are questions of law common to Plaintiff and the class, including but not limited to: (1) whether donning and doffing uniforms and walking to and from work stations

and locker rooms is compensable “work” time; (2) whether the Defendant’s failure to pay Plaintiff and the class wages at all for certain hours worked violated the IMWL and the IWPCA; (3) whether the Defendants’ failure to pay Plaintiff and the class overtime at the statutory rate of one and one-half their regular hourly rate for all hours worked over forty in a one-week period violated Illinois law; and (4) whether the Defendants’ failure to pay Plaintiff and the class overtime at their promised rate of pay for all hours worked over 8 or 12 hours in a day violated Illinois law.

33. The class is sufficiently numerous to make joinder impracticable. On information and belief, at any given time, the Defendant employs over 300 non-exempt, hourly employees who have engaged in the compensable pre and post shift activities described herein and have not been paid for same. This factor alone makes joinder impracticable.

34. Plaintiff’s claims are typical of the claims of the class. Plaintiff individually suffered and was damaged by all violations enumerated above and complained of herein. Plaintiff’s claims are typical of those of the proposed class in all material respects.

35. Plaintiff is able to fairly and adequately represent and protect the interests of the class as whole. Plaintiff has willingly undertaken and is able to prosecute these claims on behalf of herself and all similarly-situated persons.

36. This is not a collusive or friendly action. Plaintiff has retained counsel experienced in wage and hour and in class action litigation.

37. A class action is superior to other available means for the fair and efficient adjudication of the controversy alleged in this Complaint. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously,

efficiently, and without the unnecessary duplication of effort and expense that numerous individual action would engender. Furthermore, as the damages suffered by each individual member of the class may be relatively small, the expenses and burden of individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments. If individual actions were required to be brought by each of the members of the Plaintiff Class injured or affected, it would necessarily result in a multiplicity of lawsuits, creating a hardship to the individual plaintiff and to the court, as well as to the defendant. Accordingly, a class action is an appropriate method for the fair and efficient adjudication of this controversy and distribution of the common fund to which the class is entitled.

38. Plaintiff and the class meet all the requirements for class certification.

COUNT I ILLINOIS MINIMUM WAGE LAW

39. Plaintiff realleges and restates paragraphs 1-38, as if fully set forth herein.

40. Plaintiff seeks to recover from Defendant, for herself and the members of the class, wages for unpaid hours worked, overtime, punitive damages, attorneys' fees and costs pursuant to Section 12(a) of the IMWL, 820 ILCS §105/12(a).

41. Defendant is required to pay its non-exempt employees overtime at a rate of not less than one and one-half times their regular hourly rate for all hours worked in excess of 40 in one week.

820 ILCS §105/4(A)(1). Defendant is required to pay its non exempt employees no less than minimum wage for all hours worked. 820 ILCS §105/4(a).

42. At all relevant times, Plaintiff and the class of similarly situated employees were entitled to be paid overtime for hours worked in excess of forty hours per week. Plaintiff and the class were entitled to be paid at least minimum wage for all regular hours worked.

43. At all relevant times, Defendant refused and/or failed to pay Plaintiff and other similarly situated employees for all hours worked and for overtime at time and one half, as follows:

- a) Plaintiff and the class are required to don uniforms and other PPE prior to reporting to their work stations. Defendant does not pay its employees for the time it takes to don their uniforms and other PPE and to walk from their locker rooms to their work stations.
- b) Plaintiff and the class are required to report to their work stations approximately 20 minutes prior to the start of their shifts. Defendant does not pay its employees for reporting to their work stations early.
- c) Plaintiff and the class are required to doff their uniforms and don street clothes prior to leaving the facility. On information and belief, Defendant does not always pay for its employees to doff their uniforms and change into street clothes.

44. Defendant has promised to pay its employees who are assigned to an 8-hour shift at a rate of one and a half times their regular rate of pay for all hours worked over 8 in any day.

45. Defendant has promised to pay its employees at a rate of two times their regular rate of pay for all consecutive hours worked over 12 in any day.

46. Defendant has failed to pay Plaintiff and the class their promised overtime wage or the

statutory overtime wage required by the IMWL for hours worked over 40 in a workweek.

47. In addition to underpaying Plaintiff and the class as described above, Defendant has failed to pay Plaintiff and the class at all, at either their promised wage rate or minimum wage rate, for certain hours they worked.

48. Plaintiff and all similarly situated employees have been damaged by Defendant's violations of the IMWL, outlined above, in an amount not presently ascertainable.

49. Defendant knew, or should have known, of the IMWL requirement to pay employees minimum wage for all hours worked and overtime for all hours over 40 worked in a week and that the activities described herein are "work" for which employees must be compensated.

Defendant's violations of the IMWL were willful.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, and the class she represents, asks the court:

- A. To order Defendant to make an accounting of all the hours worked and wages paid to the Plaintiff and to each and every class member she represents commencing at least in November 2004 through and to the present;
- B. For a judgment for all back wages due, as provided by the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq*;
- C. For prejudgment interest on the back wages in accordance with 815 ILCS 205/2 and punitive damages under The Illinois Minimum Wage Law, 820 ILCS 105/12a;
- D. For reasonable attorney's fees and costs of this action as provided by the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq*;

- E. To enter an injunction requiring Defendant to comply with the Illinois Minimum Wage Act in the future; and
- F. For such other and further relief as the Court may deem just and equitable.

COUNT II
ILLINOIS WAGE PAYMENT AND COLLECTION ACT

- 50. Plaintiff realleges and restates paragraphs 1-38, as if fully set forth herein.
- 51. Plaintiff seeks to recover from Defendant, for herself and the members of the class, wages for unpaid hours worked, at the rate of pay promised by Defendant, attorneys' fees and costs pursuant to Section 14 of the IWPCA, 820 ILCS 115/14 and the Illinois Attorneys Fees In Wage Actions Act, 705 ILCS 225/1.
- 52. Defendant is required to pay its non-exempt employees "wages" in the amount agreed to between the parties. 820 ILCS 115/2.
- 53. At hire and continuing thereafter, Defendant promised to pay its employees who are assigned to an 8-hour shift at a rate of one and a half times their regular rate of pay for all hours worked over 8 in any day.
- 54. At hire and continuing thereafter, Defendant promised to pay its employees at a rate of two times their regular rate of pay for all consecutive hours worked over 12 in any day.
- 55. At all relevant times, Defendant agreed to pay Plaintiff and the class of similarly situated employees for all hours worked, at their promised rates, including promised overtime rates, and Defendant had the ability to pay said wages.
- 56. At all relevant times, Defendant refused and/or failed to pay Plaintiff and other similarly situated employees for all hours worked as follows:

- a. Plaintiff and the class are required to don uniforms and other PPE prior to reporting to their work stations. Defendant does not pay its employees for the time it takes to don their uniforms and other PPE and to walk from their locker rooms to their work stations.
- b. Plaintiff and the class are required to report to their work stations approximately 20 minutes prior to the start of their shifts. Defendant does not pay its employees for reporting to their work stations early.
- c. Plaintiff and the class are required to doff their uniforms and don street clothes prior to leaving the facility. On information and belief, Defendant does not always pay for its employees to doff their uniforms and change into street clothes.

57. Defendant was required to pay Plaintiff and the class members the overtime and regular wages described above, in each and every pay period. 820 ILCS 115/3.

58. Plaintiff and all similarly situated employees have been damaged by Defendant's violation of the IWPCA, outlined above, in an amount not presently ascertainable.

59. Defendant knew, or should have known, of the IWPCA requirement to pay employees the agreed to wage for all hours worked and that the activities described herein are "work" for which employees must be compensated. Defendant's violations of the IWPCA were willful.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the class she represents ask the court:

- A. To order Defendant to make an accounting of all the hours worked and wages paid to the Plaintiff and to each and every class member they represent commencing at least in November 2002 through and to the present;

- B. To enter judgment in favor of the Plaintiff and the class she represents, and against the Defendant for the back wages due, plus prejudgment interest.
- C. To award reasonable attorney's fees and costs of this action as provided by the Illinois Attorneys Fees In Wage Actions Act, 705 ILCS 225/1.
- D. To enter an injunction requiring Defendant to comply with the Illinois Wage Payment and Collection Act in the future; and,
- E. For such other and further relief as may be just in law and in equity.

COUNT III
FAIR LABOR STANDARDS ACT

- 60. Plaintiff realleges and restates paragraphs 1-28, as if fully set forth herein.
- 61. Pursuant to the FLSA, 29 U.S.C. §201 *et seq.* and the Portal to Portal Act, 29 U.S.C. §251 *et. seq.*, Plaintiff, Barbara Lueders, is entitled to compensation at a rate of at least the minimum wage for all hours worked and at a rate not less than one and one-half her regular rate of pay for all hours worked in excess of forty (40) in any week during the two (2) years preceding the filing of this Complaint.
- 62. At all relevant times, Defendant refused and/or failed to pay Plaintiff minimum wage for all hours worked and overtime at time and one half for certain hours worked, as follows:
 - a. Plaintiff was required to don her uniform and other PPE prior to reporting to her work station. Defendant did not pay Plaintiff for the time it takes to don her uniform and other PPE and to walk from her locker room to her work station.
 - b. Plaintiff was required to report to her work station approximately 20 minutes prior to the start of her shift. Defendant did not pay Plaintiff for reporting to her work station early.

- c. Plaintiff was required to doff her uniform, shower, and don street clothes prior to leaving the facility. Defendant does not always pay Plaintiff to doff her uniform and change into street clothes.

63. The aforementioned failure to pay minimum wages and overtime by Defendant violates the minimum wage and overtime provisions of the FLSA 29 U.S.C. §213 (a)(1).

64. Plaintiff has been damaged by Defendant's violation of the FLSA in an amount not presently ascertainable.

WHEREFORE, Plaintiff prays that this Court enter judgment as follows:

- A. For the full amount of wages due for all hours worked, including overtime compensation, and an equal amount in liquidated damages, plus pre-judgment interest for the 2 years preceding the filing of this Complaint;
- B. For reasonable attorney's fees and costs; and
- C. For such other and further relief as this Court deems necessary and just.

COUNT IV
WILFUL VIOLATION OF THE FLSA

65. Plaintiff realleges and restates paragraphs 60-64, as if fully set forth herein.

66. Defendant knew or should have known of the FLSA and Portal to Portal Act requirements to pay employees minimum wage for all hours worked and overtime for all hours over 40 worked in a week. The aforementioned failure to pay minimum wages and overtime by Defendant was willful, entitling Plaintiff to compensation at a rate of not less than one and one-half times her regular rate of pay for all hours worked in excess of 40 in any given week during the three (3) years preceding the filing of this Complaint.

WHEREFORE, Plaintiff prays that this Court enter judgment as follows:

- A. For the full amount of wages due for all hours worked, including overtime compensation, and an equal amount in liquidated damages, plus pre-judgment interest for the three years preceding the filing of this Complaint;
- B. For reasonable attorney's fees and costs; and
- C. For such other and further relief as this Court deems necessary just.

Respectfully submitted,


One of Plaintiff's Attorneys.

A JURY OF 12 PERSONS IS DEMANDED.

Robin B. Potter, Esq. (No. 23522)
ROBIN POTTER & ASSOCIATES, P.C.
111 E. Wacker Dr.
Suite 2600
Chicago, Illinois 60601
(312) 861-1800
Cook County # 23522

Colleen McLaughlin
LAW OFFICES OF
COLLEEN McLAUGHLIN
1751 S. Naperville Rd. Ste 209
Wheaton, IL 60187
(630) 221-0305
Cook County #52492

JUN-05-2008 THU 02:20 PM WELLS FARGO

FAX NO. 1 815 772 7617

P. 02



3M General Offices
3M Center, Building 224-2W-15
St. Paul, Minnesota 55144-1000

Deposit Advice Only**Deposited to your account**

Deposit Date 06-08-2007

Amt \$908.85

NON NEGOTIABLE NON NEGOTIABLE NON NEGOTIABLE NON NEGOTIABLE

Non Negotiable

B J Luaders

01277838 CORDOVA-3MUS-IL

sh F819

EARNINGS				TAXES			TAX DATA	
DESCRIPTION	HOURS	CURRENT \$	YTD \$	DESCRIPTION	CURRENT \$	YTD \$	MARITAL STATUS	FEDERAL
FINAL VAC	58.64023.56	1381.56	15476.32	FED WITHHOLDING	126.88	3527.39	ALLOWANCES	S
Regular			3039.24	FED MEDICAR E/EE	20.03	577.60	ADDL AMT	1
OT 1T			1519.62	FED GASDI/EE	85.65	1614.57		
O/T Prem.5			550.00	IL WITHHOLDING	32.92	629.03		
Shift			1381.56					
FINAL VAC			786.80					
OT 2T			786.80	TOTAL	265.48	5948.59		
OT Prem 2T								
				BEFORE TAX DEDUCTIONS			IL STATE	
NPA			518.32	DESCRIPTION	CURRENT \$	YTD \$	MARITAL STATUS	S
HOL PERS			848.16	401K 215X	207.23	4151.04	ALLOWANCES	1
Reg Vac			1531.40	Medical	0.00	279.18	ADDL AMT	
Inc Plan			716.53	Dental	0.00	76.12	ITEMIZED	
STD PM 100			282.72					
STD 100Z			565.44					
Holiday			753.92					
				AFTER TAX DEDUCTIONS			REG & PERS HOLIDAYS	
				DESCRIPTION	CURRENT \$	YTD \$	TAKEN YTD	68.00
				Un Emv	0.00	375.25		
				Loan SP	0.00	1186.08		
				SP Loan	0.00	2152.26		
				AD&D Ins	0.00	4.62		
				GESPP 2 TX	0.00	1751.07		
				TOTAL	0.00	5469.28		
				NET PAY			908.85	
				PAY REGN DATE			PAYMENT DATE 06/08/2007	
				PAY END DATE				

Deidre D. Rehfeld
Counsel

3M Legal Affairs
Office of General Counsel

P.O. Box 33428
St. Paul, MN 55133-3428 USA
Phone: (651) 733-1005
Fax: (651) 732-7000
Email: drehfeld@mmm.com



February 26, 2008

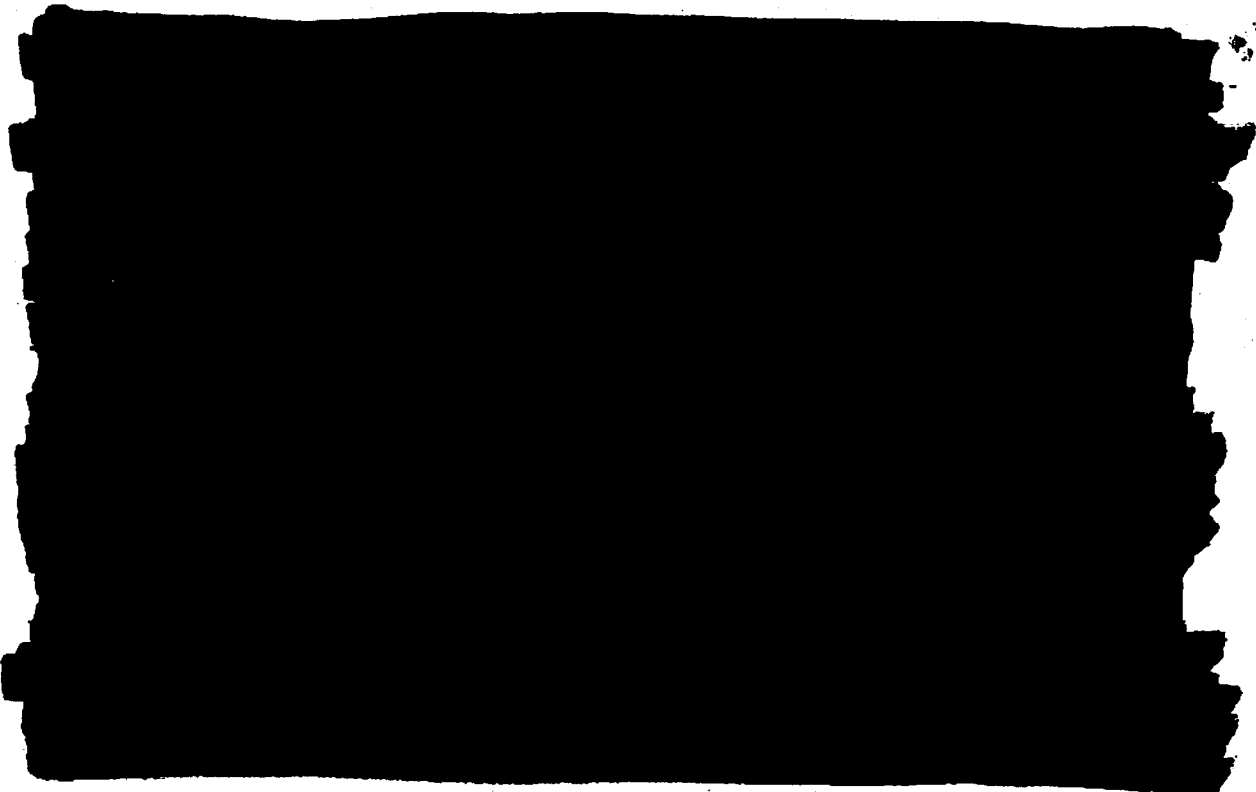
VIA E-MAIL (colleen@cmclaw.com; robinpotter@igc.org) & U.S. MAIL

Colleen M. McLaughlin
Law Offices of Colleen M. McLaughlin
1751 S. Naperville Road
Suite 209
Wheaton, IL 60187

Robin Potter
Law Office of Robin Potter & Associates
111 E. Wacker Drive
Suite 2600
Chicago, IL 60601

Re: **Barbara Lueders v. 3M Company**
Case No.: 07CH36038

Dear Ms. McLaughlin & Ms. Potter:



February 26, 2008

Page 2

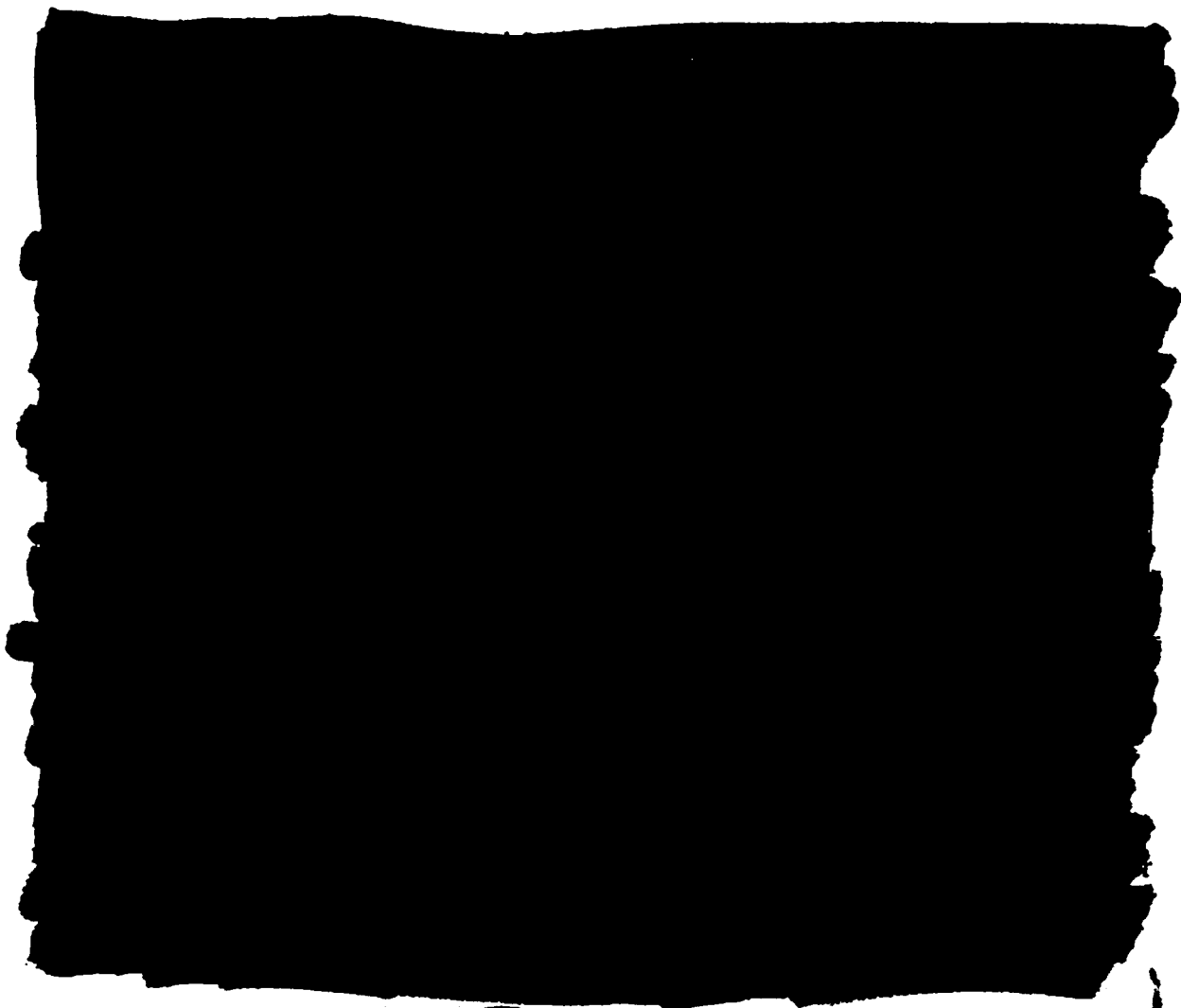
[REDACTED]

[REDACTED] Ms. Lueders' badging security records, PHRIS timekeeping records and relevant payroll records. This information will be provided to you in a reasonably readable format, such as .tif files, .pdf files or Excel, depending on the data source. [REDACTED]

[REDACTED]

February 26, 2008

Page 3



Sincerely,

A handwritten signature in black ink, consisting of a series of loops and flourishes, positioned below the word "Sincerely,".

Deidre D. Rehfeld

cc: Ann Marie Hanrahan (via email)

Colleen McLaughlin

From: drehfeld@mmm.com
Sent: Friday, February 01, 2008 11:11 AM
To: Robin Potter - robinpotter@igc.org; Colleen McLaughlin
Subject: Follow up

Robin and Colleen-

I have confirmed that the payroll records and time badging records kept at our Cordova facility are in an Excel format.

Thanks,

Deidre D. Rehfeld
Counsel
3M Company
Bldg. 220-9E-02
St. Paul, MN 55144
Direct: 651.733.1005
Fax: 651.732.7000
drehfeld@mmm.com

6/4/2008

Colleen McLaughlin

From: drehfeld@mmm.com
Sent: Monday, March 10, 2008 7:49 AM
To: colleen@cmmclaw.com; robinpotter@igc.org
Cc: ahanrahan@mmm.com
Subject: Data

Colleen and Robin:

[REDACTED] I am busily reviewing and organizing the information that has been collected so that it can be presented to you in an easily readable format. [REDACTED]
[REDACTED]

Thanks.

Deidre

Deidre D. Rehfeld
Counsel
3M Company
Bldg. 220-9E-02
St. Paul, MN 55144
Direct: 651.733.1005
Fax: 651.732.7000
drehfeld@mmm.com

6/4/2008

Deidre D. Rehfeld
Counsel

3M Legal Affairs
Office of General Counsel

P.O. Box 33428
St. Paul, MN 55133-3428 USA
Phone: (651) 733-1005
Fax: (651) 732-7000
Email: drehfeld@mmm.com



March 12, 2008

VIA E-MAIL (colleen@emmclaw.com; robinpotter@igc.org) & U.S. MAIL

Colleen M. McLaughlin
Law Offices of Colleen M. McLaughlin
1751 S. Naperville Road
Suite 209
Wheaton, IL 60187

Robin Potter
Law Office of Robin Potter & Associates
111 E. Wacker Drive
Suite 2600
Chicago, IL 60601

Re: Barbara Lueders v. 3M Company
Case No.: 07CH36038

Dear Ms. McLaughlin & Ms. Potter:

[REDACTED] enclosed via email is a Microsoft Excel spreadsheet containing security badging information, recorded working hours and pay rate data for Barbara Lueders. [REDACTED]

[REDACTED]

[REDACTED]

Sincerely,

Deidre D. Rehfeld

Encl. (via email only)

cc: Ann Marie Hanrahan (via email)

Deidre D. Rehfeld
Counsel

3M Legal Affairs
Office of General Counsel

P.O. Box 33428
St. Paul, MN 55133-3428 USA
Phone: (651) 733-1005
Fax: (651) 732-7000
Email: drehfeld@mmm.com



March 20, 2008

VIA E-MAIL (colleen@cmmclaw.com; robinpotter@igc.org) & U.S. MAIL

Colleen M. McLaughlin
Law Offices of Colleen M. McLaughlin
1751 S. Naperville Road
Suite 209
Wheaton, IL 60187

Robin Potter
Law Office of Robin Potter & Associates
111 E. Wacker Drive
Suite 2600
Chicago, IL 60601

Re: Barbara Lueders v. 3M Company
Case No.: 07CH36038

Dear Ms. McLaughlin & Ms. Potter:

[REDACTED]

I mentioned during our February 19 conference call that security badging and payroll data was contained in an Excel format. [REDACTED]

[REDACTED] provide data "in a reasonably readable format, such as ... Excel." [REDACTED]

[REDACTED]

Since the data provided reflects the time your client spent on Cordova facility grounds, the number of paid hours per day and the rate of pay per hour, [REDACTED]

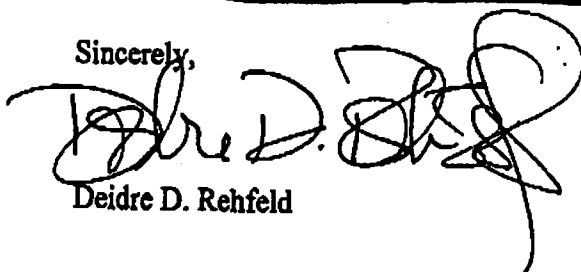
[REDACTED]

March 20, 2008
Page 2

[REDACTED]

[REDACTED]

Sincerely,



Deidre D. Rehfeld

cc: Ann Marie Hanrahan (via email)

Deidre D. Rehfeld
Counsel

3M Legal Affairs
Office of General Counsel

P.O. Box 33428
St. Paul, MN 55133-3428 USA
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Fax: (651) 732-7000
Email: drehfeld@mmm.com



March 27, 2008

VIA E-MAIL (colleen@cmmclaw.com; robinpotter@igc.org) & U.S. MAIL

Colleen M. McLaughlin
Law Offices of Colleen M. McLaughlin
1751 S. Naperville Road
Suite 209
Wheaton, IL 60187

Robin Potter
Law Office of Robin Potter & Associates
111 E. Wacker Drive
Suite 2600
Chicago, IL 60601

Re: **Barbara Lucders v. 3M Company**
Case No.: 07CH36038

Dear Ms. McLaughlin & Ms. Potter:

 enclosed electronically with this letter are the following:

1. An Excel spreadsheet reflecting Ms. Lucders' raw time reporting payroll data for August 2006;
2. A printed screen shot of the actual query used to pull the raw payroll data from 3M's PeopleSoft system;
3. A table defining the relevant payroll earnings codes;
4. An Excel spreadsheet reflecting Ms. Lucders raw security badging data for August 2006; and
5. A printed screen shot of the actual query used to pull the raw security badging data from the Corporate Security Information Systems database.



Sincerely,


Deidre D. Rehfeld

Encls. (via email only)

cc: Ann Marie Hanrahan (via email)

Colleen McLaughlin

From: drehfeld@mmm.com
Sent: Thursday, April 17, 2008 1:51 PM
To: colleen@cmmclaw.com; robin.potter@igc.org
Cc: ahanrahan@mmm.com
Subject: Requested information
Attachments: LResults.xls; Shift premium amounts.doc.DOC

Colleen and Robin:

 attached to this email is the following:

(1) a copy of the August 2006 badging data for Barbara Lueders with the date and time of badge in/out separated into two columns.

(2) a screen shot of the shift premium codes used for 3M Cordova employees and their associated monetary values. Please note that I have provided the codes and monetary values as of January 15, 2001 and August 20, 2007. There were no changes to the premiums between these dates.


Sincerely,

Deidre

Deidre D. Rehfeld
Counsel
3M Company
Bldg. 220-9E-02
St. Paul, MN 55144
Direct: 651.733.1005
Fax: 651.732.7000
drehfeld@mmm.com

4/25/2008

Civil NOS Search Results

5 Total Case matches for selection NOS 710 05/01/2007 to 05/01/2008 for
Illinois Central

Tue Jun 3 16:28:45 2008

Case Title Filed	NOS	Closed	Court	Case No.
Keef v. M.A. Mortenson Company et al 07/10/2007	710	09/04/2007	ilcdce	1:2007cv01183
Chao v. Topa Inc et al 07/23/2007	710		ilcdce	2:2007cv02136
North v. Board of Trustees of Illinois State Un 08/21/2007	710		ilcdce	1:2007cv01220
Murray et al v. Tyson Foods Inc 01/02/2008	710		ilcdce	4:2008cv04001
Niebrugge v. King's Medical Group Inc 01/14/2008	710		ilcdce	1:2008cv01018

Civil NOS Search Results

181 Total Case matches for selection NOS 710 05/01/2007 to 05/01/2008 for
Illinois Northern

Tue Jun 3 16:25:34 2008

Case Title Filed	NOS	Closed	Court	Case No.
1 Coutre v. National Material, L.P. 05/02/2007	710	09/25/2007	ilndce	1:2007cv02425
2 Orozco et al v. Public Auto, Inc. et al 05/02/2007	710	10/22/2007	ilndce	1:2007cv02440
3 Hernandez et al v. Snow Systems, Inc. et al 05/08/2007	710		ilndce	1:2007cv02598
4 Maya v. Doering Landscape Company et al 05/08/2007	710	01/02/2008	ilndce	1:2007cv02593
5 Rodriguez et al v. Custodial Plus, LLC 05/09/2007	710	10/23/2007	ilndce	1:2007cv02631
6 Martinez et al v. PNJ, Inc. et al 05/10/2007	710		ilndce	1:2007cv02652
7 Rivera et al v. John's Place et al 05/10/2007	710	11/13/2007	ilndce	1:2007cv02635
8 Vestal et al v. Wyndham Garden Hotel Chicago O' 05/11/2007	710	12/04/2007	ilndce	1:2007cv02685
9 Kenyon v. Kendall County Blacktop, Inc. et al 05/16/2007	710		ilndce	1:2007cv02750
10 Hemingway et al v. SEIU Local 880 05/18/2007	710	10/11/2007	ilndce	1:2007cv02804
11 Caraballo et al v. City of Chicago 05/18/2007	710		ilndce	1:2007cv02807
12 Tavares v. Sevilla Auto Service, Inc. et al 05/22/2007	710	07/13/2007	ilndce	1:2007cv02856
13 Martinez v. Kildeer Advisors, Inc. et al 05/29/2007	710	01/04/2008	ilndce	1:2007cv02983
14 Torres et al v. Tenacious Cleaning Services, In 05/29/2007	710	09/17/2007	ilndce	1:2007cv02985
15 Hernandez v. Sunrise Tree Service, Inc. et al 05/30/2007	710		ilndce	1:2007cv03017
16 Eigenbauer et al v. American Mattress et al 05/31/2007	710		ilndce	1:2007cv03032
17 Vorachak v. Alden Estates of Barrington, Inc. e 05/31/2007	710	05/21/2008	ilndce	1:2007cv03045
18 Berlin v. Glocoms, Inc. 06/06/2007	710	12/18/2007	ilndce	1:2007cv03161
19 Cruz et al v. U.S. Service Systems, Inc. et al 06/06/2007	710		ilndce	1:2007cv03168
20 Cisneros et al v. Chain O Lakes Cleaning Servic 06/07/2007	710		ilndce	1:2007cv03226
21 Smilie v. Comcast Corporation et al 06/08/2007	710		ilndce	1:2007cv03231
22 Rivera v. Hunter Properties, Inc. et al 06/15/2007	710	11/26/2007	ilndce	1:2007cv03373
23 Hernandez v. Carolina's Silver Incorporated et 06/20/2007	710	10/25/2007	ilndce	1:2007cv03454
24 Gatko v. JMK Electric Co. et al 06/22/2007	710	02/26/2008	ilndce	1:2007cv03528

25	Duncan v. Hickory Hills Donuts, Inc. 06/25/2007 710	ilndce	1:2007cv03551
26	Jirak et al v. Abbott Laboratories 06/28/2007 710	ilndce	1:2007cv03626
27	Chao v. Tim's Time, Inc. et al 06/28/2007 710 08/10/2007	ilndce	1:2007cv03640
28	Rivera v. Ashland Avenue Swift Car Care, Inc. e 07/02/2007 710 01/07/2008	ilndce	1:2007cv03703
29	Hernandez et al v. Real Taste Noodle MFG, Inc. 07/06/2007 710 02/13/2008	ilndce	1:2007cv03783
30	Holyfield v. Q-International Courier Inc 07/06/2007 710	ilndce	1:2007cv03778
31	Segura et al v. Selective Publishing Inc. et al 07/06/2007 710 03/27/2008	ilndce	1:2007cv03786
32	Perez v. Lawn Man Service et al 07/06/2007 710	ilndce	1:2007cv03784
33	Duhoski et al v. Village of University Park, Il 07/06/2007 710 09/19/2007	ilndce	1:2007cv03790
34	Zarco v. Midwest Global Food Distributors, L.L. 07/06/2007 710 01/08/2008	ilndce	1:2007cv03781
35	Alger v. HG Farley Laserlab USA Inc et al 07/06/2007 710 11/21/2007	ilndce	3:2007cv50129
36	Espinoza v. Mark's Creative Landscape, Inc. et 07/09/2007 710	ilndce	1:2007cv03839
37	Chao v. P.K. Restaurant Inc et al 07/10/2007 710 12/10/2007	ilndce	1:2007cv03866
38	Pavasic et al v. TravelCLICK, Inc. 07/11/2007 710 02/08/2008	ilndce	1:2007cv03895
39	Jillson v. MMS Mortgage Services, Ltd. 07/12/2007 710 09/12/2007	ilndce	1:2007cv03924
40	Bishop et al v. Apartment Investments and Manag 07/13/2007 710	ilndce	1:2007cv03952
41	Pippion et al v. KFC Corporation 07/13/2007 710 01/15/2008	ilndce	1:2007cv03957
42	Stapleton v. O.K. Super Food Mart Inc et al 07/16/2007 710 09/28/2007	ilndce	1:2007cv03992
43	Johnson v. G.D.F., Inc. et al 07/17/2007 710	ilndce	1:2007cv03996
44	Wasso v. Sana Enterprises, Inc. et al 07/17/2007 710	ilndce	1:2007cv03995
45	Padilla v. Taqueria El Meson, Inc. et al 07/20/2007 710 09/11/2007	ilndce	1:2007cv04089
46	Acevedo v. Ace Coffee Bar, Inc. et al 07/20/2007 710	ilndce	1:2007cv04091
47	Hernandez v. M.E. Fields, Inc. et al 07/23/2007 710 10/01/2007	ilndce	1:2007cv04144
48	Bozek v. Corinthian Colleges, Inc. et al 07/31/2007 710	ilndce	1:2007cv04303
49	Bakery, Cracker, Pie, Yeast Drivers and Miscell 08/02/2007 710 10/01/2007	ilndce	1:2007cv04340
50	Perez v. Mok et al 08/03/2007 710 11/08/2007	ilndce	1:2007cv04385
51	Hernandez et al v. Carreon et al 08/10/2007 710	ilndce	1:2007cv04519
52	Parsons v. Village of Lincolnshire 08/13/2007 710	ilndce	1:2007cv04556

53	Yarko v. JKL Partners, Inc. et al	ilndce	1:2007cv04555
	08/13/2007 710 02/21/2008		
54	Varela v. Corporate Cleaning Service, Inc.	ilndce	1:2007cv04577
	08/14/2007 710 02/25/2008		
55	Alim v. Schaumburg Enterprises, Inc. et al	ilndce	1:2007cv04583
	08/14/2007 710 10/11/2007		
56	Cole-Booker v. Sedgwick Claims Management Servi	ilndce	1:2007cv04588
	08/15/2007 710 05/07/2008		
57	Venegas v. Federated Retail Holdings, Inc.	ilndce	1:2007cv04617
	08/15/2007 710 04/10/2008		
58	Garcia v. The Salamanca Group, Ltd. et al	ilndce	1:2007cv04665
	08/17/2007 710		
59	Zeferino v. Georgia Nut Co. et al	ilndce	1:2007cv04754
	08/22/2007 710 02/14/2008		
60	Easley v. United States Of America et al	ilndce	1:2007cv03634
	08/23/2007 710 08/23/2007		
61	Ervin v. Paladium Technologies, Inc. et al	ilndce	1:2007cv04794
	08/24/2007 710 12/21/2007		
62	Chao v. M Industries, LLC et al	ilndce	1:2007cv04832
	08/28/2007 710		
63	Perez v. Tollway Oasis Subway, LLC et al	ilndce	1:2007cv05142
	09/11/2007 710		
64	Sanson et al v. Chicago Construction Managers,	ilndce	1:2007cv05140
	09/11/2007 710 01/22/2008		
65	Vargas v. Arlington Park Racecourse, LLC.	ilndce	1:2007cv05184
	09/13/2007 710 01/03/2008		
66	Harris et al v. Skytech Enterprises, Ltd. et al	ilndce	1:2007cv05244
	09/17/2007 710		
67	Rivera et al v. Alliance Window Cleaning, Inc.	ilndce	1:2007cv05360
	09/21/2007 710 04/01/2008		
68	Carrera v. Louie's Grill, Inc. et al	ilndce	1:2007cv05361
	09/21/2007 710 02/25/2008		
69	Simich v. Confab Systems, Inc. et al	ilndce	1:2007cv05404
	09/25/2007 710 02/08/2008		
70	Wood et al v. City of Elgin	ilndce	1:2007cv05418
	09/25/2007 710		
71	Khan et al v. Jimmy John's Point Plaza et al	ilndce	1:2007cv05519
	09/28/2007 710		
72	Ambriz v. New Premier Metals Recycling, Inc. et	ilndce	1:2007cv02984
	09/28/2007 710 03/17/2008		
73	Lagunas v. Prestige on 71st, Inc.	ilndce	1:2007cv05517
	09/28/2007 710 05/28/2008		
74	Thomas v. City of Evanston	ilndce	1:2007cv04625
	10/03/2007 710		
75	Stecyna v. JHS LLC et al	ilndce	1:2007cv05627
	10/04/2007 710		
76	Quinones et al v. Le Francais Management, LLC e	ilndce	1:2007cv05687
	10/05/2007 710		
77	Castro et al v. Master Comfort Home Furnishings	ilndce	1:2007cv05682
	10/05/2007 710		
78	Helgeson v. Hollywood Blvd Cinema LLC et al	ilndce	1:2007cv05706
	10/09/2007 710		
79	Perez et al v. Ronan Construction, LLC et al	ilndce	1:2007cv05750
	10/10/2007 710 04/08/2008		
80	Amella et al v. Chicago Transit Authority	ilndce	1:2007cv05789
	10/12/2007 710 01/11/2008		

81	Van Wickel v. Accenture, Inc. et al	ilndce	1:2007cv05809
	10/15/2007 710		
82	Reed v. Ogle County et al	ilndce	3:2007cv50208
	10/17/2007 710		
83	Harden v. WM Wrigley Jr. Co.	ilndce	1:2007cv05928
	10/19/2007 710		
84	Little v. Potter	ilndce	1:2007cv06038
	10/25/2007 710 04/16/2008		
85	Allen v. Calu Hospitality LLC et al	ilndce	1:2007cv06082
	10/26/2007 710 01/17/2008		
86	Curry v. J.P. Morgan Chase & Co. et al	ilndce	1:2007cv06149
	10/31/2007 710		
87	Navarrete et al v. JQS Property Maintenance et	ilndce	1:2007cv06164
	10/31/2007 710 02/15/2008		
88	Delaney v. Jackson Park Hospital and Medical Ce	ilndce	1:2007cv06222
	11/02/2007 710		
89	Edborg v. Fundamental Health Care, Inc.	ilndce	1:2007cv06218
	11/02/2007 710		
90	De La Cruz v. CNC Lawn Care, Inc. et al	ilndce	1:2007cv06284
	11/06/2007 710		
91	Vivanco v. Fawn Landscaping & Nursery, Inc. et	ilndce	1:2007cv06288
	11/06/2007 710		
92	Estrada v. Pit Boss Rib House, Inc. et al	ilndce	1:2007cv06364
	11/08/2007 710		
93	Alvarado et al v. Corporate Cleaning Service, I	ilndce	1:2007cv06361
	11/08/2007 710		
94	Varney et al v. Mentice, Inc.	ilndce	1:2007cv06478
	11/15/2007 710		
95	Conroy et al v. City of Chicago	ilndce	1:2007cv06537
	11/19/2007 710		
96	Martinez v. Greater Chicago Incorporated et al	ilndce	1:2007cv06573
	11/20/2007 710 04/22/2008		
97	Galeno et al v. Taqueria El Meson, Inc. et al	ilndce	1:2007cv06619
	11/26/2007 710		
98	Sanchez v. Atrium, Inc. et al	ilndce	1:2007cv06616
	11/26/2007 710 03/10/2008		
99	Thomas v. Freedman Seating Company, Inc.	ilndce	1:2007cv06739
	11/30/2007 710 04/07/2008		
100	Gehrke et al v. Downes Swimming Pool Co., Inc.	ilndce	1:2007cv06859
	12/05/2007 710		
101	Pelayo v. Hostalet et al	ilndce	1:2007cv06920
	12/07/2007 710		
102	Colon v. General Cab Service Co Inc et al	ilndce	1:2007cv06992
	12/12/2007 710		
103	Kringas v. Illinois Security Service, Inc.	ilndce	1:2007cv07019
	12/13/2007 710		
104	Robles et al v. Boss Construction, Inc. et al	ilndce	1:2007cv03785
	12/20/2007 710 01/29/2008		
105	CHAVEZ v. Stonetree Landscapes, Inc.	ilndce	1:2007cv07191
	12/21/2007 710		
106	Perez v. Niko's Grill and Pub, Inc. et al	ilndce	1:2007cv07253
	12/27/2007 710		
107	Pantel v. TMG of Illinois LLC et al	ilndce	1:2007cv07252
	12/27/2007 710		
108	Varela v. Reed et al	ilndce	1:2007cv07244
	12/27/2007 710		

109	McCollum v. Seasons Hospice, Inc.	ilndce	1:2008cv00103
	01/07/2008 710		
110	Murillo vs. Becky Choi, et. al.	ilndce	1:2008cv00119
	01/07/2008 710		
111	Olmsted v. Residential Plus Mortgage Corporatio	ilndce	1:2008cv00142
	01/08/2008 710		
112	Taylor et al v. Schmidt Quality Construction In	ilndce	1:2008cv00147
	01/08/2008 710 05/15/2008		
113	Mazurek v. Compucom Systems, Inc.	ilndce	1:2008cv00187
	01/09/2008 710		
114	Barrera v. Laredo Foods, Inc. et al	ilndce	1:2008cv00171
	01/09/2008 710 05/08/2008		
115	Adame et al v. D.B. Parking Lot and Janitorial	ilndce	1:2008cv00346
	01/15/2008 710		
116	Holbrook v. Marriott International Inc.	ilndce	1:2008cv00385
	01/17/2008 710		
117	Cortez v. California Mufflers & Brakes, Inc. et	ilndce	1:2008cv00415
	01/18/2008 710 05/21/2008		
118	Westcott v. Residential Plus Mortgage Corporati	ilndce	1:2008cv00419
	01/18/2008 710		
119	Fadavi v. Board of Trustees for the University	ilndce	1:2008cv00440
	01/18/2008 710		
120	Connor v. Leona's Pizzeria, Inc. et al	ilndce	1:2008cv00447
	01/21/2008 710 02/22/2008		
121	Grassano v. Serumido, Ltd.	ilndce	1:2008cv00458
	01/22/2008 710		
122	Weekly v. Bass Productions, LTD. et al	ilndce	1:2008cv00514
	01/23/2008 710 03/17/2008		
123	Sida v. Rainbow Concrete Co. et al	ilndce	1:2008cv00580
	01/25/2008 710		
124	Del Valle v. Bond Capital, Ltd.	ilndce	1:2008cv00602
	01/28/2008 710 02/14/2008		
125	Graham et al v. Ryan International Airlines, In	ilndce	3:2008cv50019
	01/29/2008 710		
126	Castrejon et al v. Granite & Marble Design, Inc	ilndce	1:2006cv01542
	01/29/2008 710		
127	Flores-Gonzalez et al v. La Villa Restaurant, I	ilndce	1:2008cv00620
	01/29/2008 710		
128	Garibay et al v. Garden Fresh - Mount Prospect,	ilndce	1:2008cv00636
	01/29/2008 710		
129	Goznikar v. Pomp's Tire Service, Inc.	ilndce	1:2008cv00659
	01/30/2008 710		
130	Del Valle v. Bond Capital, Ltd.	ilndce	1:2008cv00646
	01/30/2008 710		
131	Pulido v. Kellyknot Drywall, Inc. et al	ilndce	1:2008cv00701
	01/31/2008 710		
132	Acosta et al v. Scott Byron & Company, Inc. et	ilndce	1:2008cv00699
	01/31/2008 710 04/18/2008		
133	Miller et al v. BMW Sportswear, Inc. et al	ilndce	1:2008cv00785
	02/06/2008 710		
134	Castillo et al v. Fibrwrap Construction, Inc. e	ilndce	1:2008cv00809
	02/07/2008 710 05/16/2008		
135	Allen v. City-Beverage, L.L.C. et al	ilndce	1:2008cv00861
	02/08/2008 710		
136	Martinez v. Delko Construction Company et al	ilndce	1:2008cv00896
	02/12/2008 710		

137	Merritt v. Bartlett Manufacturing Co., Inc.	ilndce	1:2008cv01038
	02/20/2008 710		
138	Chao v. Manaves Enterprises, Inc. et al	ilndce	1:2008cv01049
	02/20/2008 710		
139	Chao v. Dappers East, Inc. et al	ilndce	1:2008cv01047
	02/20/2008 710		
140	Aguilera v. Dunn-Rite of America Building Maint	ilndce	1:2008cv01036
	02/20/2008 710		
141	Ervin et al v. OS Restaurant Services, Inc.	ilndce	1:2008cv01091
	02/21/2008 710		
142	Wielgus et al v. Perfect Work Design et al	ilndce	1:2007cv05991
	02/21/2008 710		
143	Salinas v. Worssek & Vihon, LLP et al	ilndce	1:2008cv01203
	02/28/2008 710 05/08/2008		
144	Hernandez v. Greg Christian Catering, Inc. et a	ilndce	1:2008cv01202
	02/28/2008 710		
145	Pieczara v. Curry	ilndce	1:2008cv01227
	02/29/2008 710		
146	Heinen v. Monicatti Delivery et al	ilndce	1:2008cv01258
	03/03/2008 710		
147	Cazares v. Servimaids LLC et al	ilndce	1:2008cv01312
	03/05/2008 710		
148	Vargas v. Bagel Country, LLC	ilndce	1:2008cv01331
	03/05/2008 710		
149	Tinoco et al v. Tapia et al	ilndce	1:2008cv01365
	03/06/2008 710		
150	Williams v. KDW Western, LLC et al	ilndce	1:2008cv01388
	03/07/2008 710		
151	Martinez et al v. Bella Flowers & Greenhouse, I	ilndce	1:2008cv01493
	03/12/2008 710		
152	Slayton et al v. Grisby et al	ilndce	1:2008cv01517
	03/13/2008 710		
153	Winsley v. Hudson News Company	ilndce	1:2008cv01551
	03/17/2008 710		
154	Webb v. Tag Sport BMW et al	ilndce	1:2008cv01606
	03/19/2008 710		
155	Weckel v. Arjo, Inc. et al	ilndce	1:2008cv01601
	03/19/2008 710 05/02/2008		
156	Gallimore et al v. Urban Out Sitters, Inc. et a	ilndce	1:2008cv01603
	03/19/2008 710		
157	Polk v. Banks et al	ilndce	1:2008cv01652
	03/20/2008 710		
158	Gonzales v. Plastival Inc et al	ilndce	1:2005cv04864
	03/21/2008 710		
159	Eichstaedt v. Enternet LLC. et al	ilndce	1:2008cv01679
	03/21/2008 710		
160	Ocampo v. Ramsco, Inc.	ilndce	1:2008cv01715
	03/24/2008 710		
161	Martin v. THG Restaurant Group, LLC et al	ilndce	1:2008cv01801
	03/28/2008 710		
162	Campos v. Cermak Produce, Inc. et al	ilndce	1:2008cv01873
	04/01/2008 710 06/02/2008		
163	Russell v. Illinois Bell Telephone Company	ilndce	1:2008cv01871
	04/01/2008 710		
164	Lizak v. Great Masonry, Inc. et al	ilndce	1:2008cv01930
	04/02/2008 710		

165	Lemon v. Village of Broadview et al	ilndce	1:2008cv01946
	04/04/2008 710		
166	Piersanti v. Aon Risk Services, Inc.	ilndce	1:2008cv01952
	04/04/2008 710		
167	Turner v. Morton's Restaurant Group, Inc.,	ilndce	1:2008cv01948
	04/04/2008 710		
168	Boggs v. Brown Printing Company	ilndce	1:2008cv01985
	04/08/2008 710		
169	Obregon v. Fresh & Go, Inc. et al	ilndce	1:2008cv02059
	04/11/2008 710		
170	Chao v. Papa Bear of Aurora, Inc. et al	ilndce	1:2008cv02066
	04/11/2008 710		
171	Olsen v. Kellogg Company	ilndce	1:2008cv02249
	04/19/2008 710		
172	Souvenir v. Toyota Motor Sales, U.S.A. Inc.	ilndce	1:2008cv02256
	04/21/2008 710		
173	Siddiqui et al v. Airlie Opportunity Master Fun	ilndce	1:2008cv02327
	04/21/2008 710		
174	Escobedo v. I&A Landscaping Services et al	ilndce	1:2008cv02287
	04/22/2008 710		
175	Lopez v. MC D's Pizza, Inc. et al	ilndce	1:2008cv02305
	04/23/2008 710		
176	Munoz et al v. G & J Investments, LTD et al	ilndce	1:2008cv02310
	04/23/2008 710		
177	Martinez v. The Herbal Garden, Inc.	ilndce	1:2007cv04238
	04/28/2008 710 05/06/2008		
178	Lueders v. 3M Company	ilndce	1:2008cv02457
	04/29/2008 710		
179	Januszewski v. Granite City Company	ilndce	1:2008cv02474
	04/30/2008 710		
180	Vasquez et al v. Chicago Carriage Cab Corp. et	ilndce	1:2008cv02473
	04/30/2008 710		
181	Prokopczuk et al v. A Warehouse on Wheels, Inc.	ilndce	1:2008cv02502
	05/01/2008 710		

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U.S. DISTRICT COURT - JUDICIAL CASELOAD PROFILE

				12-MONTH PERIOD ENDING SEPTEMBER 30							
ILLINOIS CENTRAL				2007	2006	2005	2004	2003	2002	Numerical Standing	
OVERALL CASELOAD STATISTICS	Filings*			1,499	1,429	1,532	1,519	1,552	1,711	U.S.	Circuit
	Terminations			1,441	1,497	1,552	1,478	1,595	1,704		
	Pending			1,284	1,216	1,279	1,293	1,277	1,339		
	% Change in Total Filings	Over Last Year		4.9						25	1
		Over Earlier Years			-2.2	-1.3	-3.4	-12.4	60	3	
Number of Judgeships				4	4	4	4	4	4		
Vacant Judgeship Months**				.0	.0	.0	.0	.0	.0		
ACTIONS PER JUDGESHIP	FILINGS	Total	374	358	383	380	389	428	63	5	
		Civil	252	255	285	286	284	317	63	6	
		Criminal Felony	97	75	70	69	85	91	25	1	
		Supervised Release Hearings**	25	28	28	25	20	20	41	2	
	Pending Cases			321	304	320	323	319	335	62	4
	Weighted Filings**			371	349	370	377	382	427	66	6
	Terminations			360	374	388	370	399	426	66	5
	Trials Completed			27	33	27	26	21	19	21	2
	MEDIAN TIMES (months)	From Filing to Disposition	Criminal Felony	8.5	8.8	11.5	9.1	8.4	8.3	43	2
Civil**			9.1	8.7	8.6	9.0	8.3	7.5	45	5	
From Filing to Trial** (Civil Only)			29.0	30.0	28.0	25.4	23.5	26.0	61	4	
OTHER	Civil Cases Over 3 Years Old**	Number	32	29	26	21	16	23			
		Percentage	3.3	3.1	2.6	2.1	1.6	2.2	34	3	
	Average Number of Felony Defendants Filed Per Case			1.2	1.3	1.2	1.1	1.2	1.3		
	Jurors	Avg. Present for Jury Selection	31.62	17.41	29.66	33.34	28.79	32.98			
		Percent Not Selected or Challenged	25.6	22.5	25.6	31.8	26.4	30.7			

2007 CIVIL AND CRIMINAL FELONY FILINGS BY NATURE OF SUIT AND OFFENSE

Type of	TOTAL	A	B	C	D	E	F	G	H	I	J	K	L
Civil	1009	53	27	365	10	48	104	80	45	29	174	1	73
Criminal*	388	5	184	31	62	26	16	34	5	7	3	3	12

* Filings in the "Overall Caseload Statistics" section include criminal transfers, while filings "By Nature of Offense" do not.

** See "Explanation of Selected Terms."

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02 DISTRICT COURT - JUDICIAL CASEWORK PROGRAM

U.S. DISTRICT COURT - JUDICIAL CASELOAD PROFILE

				12-MONTH PERIOD ENDING SEPTEMBER 30							
ILLINOIS NORTHERN				2007	2006	2005	2004	2003	2002	Numerical Standing	
OVERALL CASELOAD STATISTICS	Filings*			8,422	8,093	9,056	10,584	11,126	11,135	U.S.	Circuit
	Terminations			7,929	8,255	8,805	11,461	10,888	10,709		
	Pending			8,091	7,711	7,914	7,706	8,699	8,587		
	% Change in Total Filings	Over Last Year		4.1						27	2
		Over Earlier Years			-7.0	-20.4	-24.3	-24.4	81	6	
Number of Judgeships				22	22	22	22	22	22		
Vacant Judgeship Months**				15.8	5.7	12.0	9.6	22.1	17.8		
ACTIONS PER JUDGESHIP	FILINGS	Total	382	367	412	481	505	506	62	4	
		Civil	346	330	369	437	461	459	36	3	
		Criminal Felony	24	26	34	32	38	39	93	7	
		Supervised Release Hearings**	12	11	9	12	6	8	77	6	
	Pending Cases			368	351	360	350	395	390	48	3
	Weighted Filings**			462	443	485	512	526	525	39	3
	Terminations			360	375	400	521	495	487	66	5
	Trials Completed			11	11	13	12	12	14	86	6
MEDIAN TIMES (months)	From Filing to Disposition	Criminal Felony	14.7	13.9	12.9	10.3	9.9	10.3	90	7	
		Civil**	6.2	6.5	6.9	5.9	5.5	5.5	7	2	
	From Filing to Trial** (Civil Only)			29.7	26.4	27.0	28.4	26.0	26.0	65	5
OTHER	Civil Cases Over 3 Years Old**	Number	456	500	388	337	442	461			
		Percentage	6.5	7.4	5.6	5.0	5.6	6.0	65	6	
	Average Number of Felony Defendants Filed Per Case			1.7	1.8	1.9	1.9	1.7	1.7		
	Jurors	Avg. Present for Jury Selection	45.20	45.07	51.46	39.36	45.57	43.63			
		Percent Not Selected or Challenged	31.8	30.9	36.9	31.0	37.3	34.8			

2007 CIVIL AND CRIMINAL FELONY FILINGS BY NATURE OF SUIT AND OFFENSE													
Type of	TOTAL	A	B	C	D	E	F	G	H	I	J	K	L
Civil	7620	118	150	701	53	55	1504	902	563	428	1614	23	1509
Criminal*	527	1	152	59	43	107	80	13	6	17	11	11	27

* Filings in the "Overall Caseload Statistics" section include criminal transfers, while filings "By Nature of Offense" do not.

** See "Explanation of Selected Terms."

U.S. DISTRICT COURT - JUDICIAL CASELOAD PROFILE

Item		1997-1998		1998-1999		1999-2000		2000-2001		2001-2002		2002-2003		2003-2004		2004-2005		2005-2006		2006-2007		2007-2008		2008-2009		2009-2010		2010-2011		2011-2012		2012-2013		2013-2014		2014-2015		2015-2016		2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022		2022-2023		2023-2024		2024-2025		2025-2026		2026-2027		2027-2028		2028-2029		2029-2030		2030-2031		2031-2032		2032-2033		2033-2034		2034-2035		2035-2036		2036-2037		2037-2038		2038-2039		2039-2040		2040-2041		2041-2042		2042-2043		2043-2044		2044-2045		2045-2046		2046-2047		2047-2048		2048-2049		2049-2050		2050-2051		2051-2052		2052-2053		2053-2054		2054-2055		2055-2056		2056-2057		2057-2058		2058-2059		2059-2060		2060-2061		2061-2062		2062-2063		2063-2064		2064-2065		2065-2066		2066-2067		2067-2068		2068-2069		2069-2070		2070-2071		2071-2072		2072-2073		2073-2074		2074-2075		2075-2076		2076-2077		2077-2078		2078-2079		2079-2080		2080-2081		2081-2082		2082-2083		2083-2084		2084-2085		2085-2086		2086-2087		2087-2088		2088-2089		2089-2090		2090-2091		2091-2092		2092-2093		2093-2094		2094-2095		2095-2096		2096-2097		2097-2098		2098-2099		2099-2100		2100-2101		2101-2102		2102-2103		2103-2104		2104-2105		2105-2106		2106-2107		2107-2108		2108-2109		2109-2110		2110-2111		2111-2112		2112-2113		2113-2114		2114-2115		2115-2116		2116-2117		2117-2118		2118-2119		2119-2120		2120-2121		2121-2122		2122-2123		2123-2124		2124-2125		2125-2126		2126-2127		2127-2128		2128-2129		2129-2130		2130-2131		2131-2132		2132-2133		2133-2134		2134-2135		2135-2136		2136-2137		2137-2138		2138-2139		2139-2140		2140-2141		2141-2142		2142-2143		2143-2144		2144-2145		2145-2146		2146-2147		2147-2148		2148-2149		2149-2150		2150-2151		2151-2152		2152-2153		2153-2154		2154-2155		2155-2156		2156-2157		2157-2158		2158-2159		2159-2160		2160-2161		2161-2162		2162-2163		2163-2164		2164-2165		2165-2166		2166-2167		2167-2168		2168-2169		2169-2170		2170-2171		2171-2172		2172-2173		2173-2174		2174-2175		2175-2176		2176-2177		2177-2178		2178-2179		2179-2180		2180-2181		2181-2182		2182-2183		2183-2184		2184-2185		2185-2186		2186-2187		2187-2188		2188-2189		2189-2190		2190-2191		2191-2192		2192-2193		2193-2194		2194-2195		2195-2196		2196-2197		2197-2198		2198-2199		2199-2200		2200-2201		2201-2202		2202-2203		2203-2204		2204-2205		2205-2206		2206-2207		2207-2208		2208-2209		2209-2210		2210-2211		2211-2212		2212-2213		2213-2214		2214-2215		2215-2216		2216-2217		2217-2218		2218-2219		2219-2220		2220-2221		2221-2222		2222-2223	
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3000 CIVIL AND CRIMINAL JUSTICE STUDENTS												
SEX	TOTAL	A	B	C	D	E	F	G	H	I	J	K
Male	7820	112	136	701	12	12	1264	602	205	132	1814	27
Female	537	1	125	28	12	103	48	12	6	17	11	17

[illegible]

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

BARBARA J. LUEDERS, individually)	
and on behalf of a class of similarly)	
situated persons,)	Case No. 08-cv-2457
)	
Plaintiff,)	Judge Wayne R. Anderson
)	
v.)	
)	
3M COMPANY, a Delaware corporation,)	
)	
Defendant.)	

**PLAINTIFF'S RESPONSE BRIEF IN OPPOSITION
TO DEFENDANT'S MOTION TO TRANSFER VENUE
TO THE CENTRAL DISTRICT OF ILLINOIS**

PLEASE TAKE NOTICE that plaintiff Barbara J. Lueders, by her attorney, is filing her Response Brief In Opposition to Defendant's Motion to Transfer Venue to the Central District of Illinois, with the United States District Court, Dirksen Building, 219 S. Dearborn, Chicago, IL 60604, on this 6th day of June, 2008. A copy of this Response has been filed electronically attached hereto and is hereby served upon you.

BARBARA J. LUEDERS, individually
and on behalf of a class of similarly
situated persons,

/s/Elissa J. Hobfoll
Law Offices of Colleen M. McLaughlin

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Firm No. 0312746

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Robin Potter & Associates P.C.
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Suite 2600
Chicago, IL 60601

CERTIFICATE OF SERVICE

I, Elissa J. Hobfoll, an attorney, do hereby certify that I caused a copy of the foregoing notice and attached Response to be served on the below-named attorneys via electronic filing on this 6th day of June 2008.

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Veronica Li
John A. Ybarra
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/s/Elissa J. Hobfoll

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